

**BOARD OF SUPERVISORS MEETING  
MONDAY, JUNE 21, 2021  
6:00 P.M.**

The Appomattox County Board of Supervisors held a scheduled meeting on Monday, June 21, 2021 at 6:00 p.m. in the Board of Supervisors meeting room located at 171 Price Lane, Appomattox, Virginia.

**Appomattox County Board of Supervisors**

**Present:**

Samuel E. Carter	Courthouse District
William H. Hogan	Appomattox River District
Watkins M. Abbitt	Piney Mountain District
John F. Hinkle	Falling River District
Trevor L. Hipps	Wreck Island District

**Also, Present:**

Susan M. Adams, County Administrator  
Tom Lacheney, County Attorney  
Johnnie Roark, Community Development Director  
Wanda McCormick, Administrative Assistant/Accounts Payable Clerk  
Kayla Marshall, Finance Officer Administrator  
Ace Bailey, IT Manager

**CALL TO ORDER** – Chairman Carter called the meeting to order at 6:00 p.m.

**Pledge of Allegiance**

**Invocation – Mr. Hinkle**

**WORK SESSION – ITEMS FOR DISCUSSION**

School Construction Funding – Mr. Jimmy Sanderson, Sr. VP, Davenport & Company and Mr. Daniel Siegel, Attorney, Sands Anderson PC appeared before the Board remotely via computer and discussed options for funding the “proposed” school construction. Also, Mr. Sanderson presented a “Reimbursement Resolution” for the Board’s consideration to adopt.

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
APPOMATTOX, VIRGINIA DECLARING ITS INTENTION TO REIMBURSE ITSELF  
FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR  
CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH  
A CAPITAL IMPROVEMENT PROJECT FOR THE COUNTY**

**WHEREAS**, the County of Appomattox, Virginia **(the "County")** is a political subdivision organized and existing under the laws of the Commonwealth of Virginia; and

**WHEREAS**, the County or the Appomattox County Public Schools, has paid, beginning no earlier than (60 days prior to adoption of this resolution), or will pay, on and after the date hereof, certain expenditures **(the "Expenditures")** in connection with additions and renovations to the Appomattox County High School **(the "Project")** and

**WHEREAS**, the Board of Supervisors of the County **(the "Board")** has determined that those moneys previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the County for the Expenditures from the proceeds of one or more issues of tax-exempt bonds **(the "Bonds")**; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF APPOMATTOX, VIRGINIA, AS FOLLOWS:**

Section 1. The Board hereby declares, in accordance with U.S. Treasury Regulation Section 1.150-2, as amended from time to time, the County's intent to reimburse the County with the proceeds of the Bonds for Expenditures with respect to the Project made on and after the date which is no more than 60 days prior to the date hereof. The County reasonably expects on the date hereof that it will reimburse itself for the Expenditures with the proceeds of the Bonds.

Section 2. Each Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditures), (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the County so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the County.

Section 3. The maximum principal amount of the Bonds expected to be issued for the Project is \$10,000,000.

Section 4. The County will maintain a reimbursement allocation, which is a written allocation by the County that evidences the County's use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditures are paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditures are paid. The County recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage.

Motion made by Mr. Hogan, seconded by Mr. Hinkle to adopt the "Reimbursement Resolution." Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

### **Lynchburg Humane Society Contract**

It was the consensus of the Board to move discussion concerning the Lynchburg Humane Society contract to Closed Session.

### **SETTING OF AGENDA**

Mrs. Susan Adams, County Administrator requested that the Agenda be amended to move Sheriff Simpson, Item #12 and Mr. Les Fleet, Commonwealth Attorney, Item #14 to Appearances. Chairman Carter added Sheriff Simpson under Appearances as Item #3 and Mr. Les Fleet as Item #4. Motion made by Mr. Abbitt, seconded by Mr. Hinkle and carried with all members present and voting yes to approve the Agenda, as amended.

### **CITIZEN PUBLIC COMMENT PERIOD**

Mr. Ken Wolfskill who resides at 1488 Poorhouse Creek Rd. addressed the Board concerning the Animal Shelter building on Morning Star Rd. He suggested to the Board to consider the Animal Shelter building to be leased.

Mr. Daniel Jordon who resides in Rice, Virginia introduced himself as the Park Manager for the High Bridge State Park and announced that a small portion of the Park is now officially in the County and he looks forward to working with the County.

### **APPEARANCES**

Rev. Dr. Paul Michael Raymond, Appomattox Virginia appeared before the Board and discussed a Second Amendment Preservation Act Proposal to be considered for adoption by the Board.

Mayor Sarah Blackwell, Town of Pamplin appeared before the Board to request funds in the amount of \$58,855.00 for the construction of the Pamplin trail to connect to the High Bridge State Park. Motion made by Mr. Hogan to appropriate \$50,000.00 out of the General Fund to the Town of Pamplin to prepare the trail head to the State Park. Motion failed due to lack of a second.

A substitute motion was made by Mr. Abbitt, seconded by Mr. Hipps to defer the authorization of funds until next month's meeting with the anticipation of the next round of CARES federal funds being received. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-no; Mr. Carter-yes.

Motion made by Mr. Abbitt, seconded by Mr. Hogan to appropriate \$7,500.00 previously approved by the CARES Committee to the Town of Pamplin.

Sheriff Donnie Simpson appeared before the Board and discussed quotes for an interview room audio/video equipment and requested that \$9,984.00 be transferred out of his current department's vehicle budget line (3102-5408) to the equipment budget line (3102-7001).

Motion made by Mr. Hogan, seconded by Mr. Hinkle to approve the transfer of \$9,984.00 from 3102-5408 to 3102-7001. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

Commonwealth Attorney Les Fleet appeared before the Board and requested the Board's approval to carry forward unused FY 2021 funds in his department line item 2201-5504 Travel (Convention/Education/Training) to his FY 2022 budget. The carry forward funds will be used for 3 prosecutors to attend the VACA 82<sup>nd</sup> Annual Summer Conference in August, 2021.

Motion made by Mr. Abbitt, seconded by Mr. Hogan to approve the carry forward of unused funds on department line 2201-5504 to the FY 2022 budget. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

## **PUBLIC HEARING**

### **Public Hearing-VDOT Six Year Plan FY2022-2027 and Secondary System Construction Budget FY2022**

At 7:01p.m. after due notice was given, Chairman Carter called the Public Hearing to order. Mr. Robert Brown, Appomattox Residency Administrator addressed to the Board to discuss the VDOT Secondary Six-Year Plan for Fiscal Years 2022 and 2027 and the Secondary System Construction Budget for Fiscal Year 2022. Ms. Eleanor Johnson of 125 Hawk Lane, Pamplin Virginia also addressed the Board concerning the bad road conditions of Route 709, Hawk Lane, where she resides. After receiving no further comments, the Public Hearing was closed at 7:19 p.m.

Fund	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	Total
TeleFee	\$44,548	\$44,548	\$44,548	\$44,548	\$44,548	\$44,548	\$267,288
District Grant - Unpaved	\$110,813	\$148,354	\$138,935	\$138,935	\$160,636	\$160,636	\$858,309
Total	\$155,361	\$192,902	\$183,483	\$183,483	\$205,184	\$205,184	\$1,125,597

Motion made by Mr. Hogan, seconded by Mr. Hinkle and carried with all members present and voting yes to amend the VDOT Rural Rustic Priority List to include Hawk Lane, Route 709.

Motion made by Mr. Abbitt, seconded by Mr. Hipps and carried with all members present and voting yes to adopt the VDOT Secondary Six-Year Plan for Fiscal Years 2022 and 2027 and the Secondary System Construction Budget for Fiscal Year 2022.

### **Public Hearing-Carver-Price Legacy Museum Lease Amendment**

At 7:20 p.m. after due notice was given, Chairman Carter called the Public Hearing to order. Mr. Don Jones who resides at 264 Vine Drive in Concord Virginia addressed the Board on spoke on behalf of the Carver-Price Legacy Museum in support of the Lease amendment. After receiving no further comments, the Public Hearing was closed at 7:25 p.m.

## LEASE AGREEMENT

THIS LEASE is made this \_\_\_\_ day of June, 2021, by and between THE COUNTY OF APPOMATTOX, VIRGINIA, hereinafter referred to as "Lessor or County" and CARVER-PRICE LEGACY MUSEUM INC., a Virginia Non-Stock Corporation, hereinafter referred to as "Lessee".

### WITNESSETH

**WHEREAS**, the County owns property in the county within the Town of Appomattox and identified as Tax Map Parcel No. 64A2-A-86, also known as the former Carver-Price High School, located on Confederate Boulevard (Route 460), said parcel containing 16.05 acres; and

**WHEREAS**, the Carver-Price Alumni Association, a Virginia nonstock corporation, has rented a portion of the campus known as the Carver-Price School (established by the Rosenwald Fund) with the additional two (2) rooms that front Confederate Boulevard located on the campus at 102 Carver Lane, as identified on the attached Exhibit A (the "Property"); and

**WHEREAS**, the Carver-Price Alumni Association has used the leased site for the housing of a heritage museum known as the Carver-Price Legacy Museum; and  
**WHEREAS**, the Alumni Association now requests the County to lease to the Lessee the Property with improvements thereon and therein, as more particularly described in Exhibit A, attached hereto, and incorporated by reference hereby; and

**WHEREAS**, subject to the terms and provisions of this Agreement Lessee desires to lease and renovate the Property; and

**WHEREAS**, the County has determined that renovation of the Property will result in substantial benefits to the welfare of the County and its inhabitants, and in furtherance of the public purposes and governmental interests served, including, but not limited to, historic preservation benefits, a local landmark and tourist attraction; and

**WHEREAS**, County and Lessee hereby intend to set forth their understandings, agreements, rights, and responsibilities in order to jointly facilitate the implementation of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, promises, representations and warranties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby agree that the County does agree to lease the Property to the Lessee, as that term is hereinafter described in this document and pursuant to the terms and conditions hereinafter set forth.

## SECTION ONE – REPRESENTATIONS

### Section 1.1 Representations of County.

In order to induce Lessee to enter into this Agreement, County represents and warrants to Lessee as follows as of the date of this Agreement:

(a) County is a political subdivision of the Commonwealth of Virginia, duly organized and validly existing under the laws of the Commonwealth of Virginia.

(b) County is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

(c) Any and all actions necessary to enable County to enter into this Agreement, including action by the County Board of Supervisors, and to be bound hereby, have been duly taken.

(d) The person or persons executing or attesting the execution of this Agreement on behalf of County has or have been duly authorized and empowered to so execute or attest.

(e) The execution of this Agreement on behalf of County will bind and obligate County to the extent provided by the terms hereof.

(f) There exists no litigation, actions, suits, investigations or proceedings pending against County, or to

County's actual knowledge threatened, which if determined adversely, would materially and adversely affect the ability of County to carry out its obligations under this Agreement or the transactions contemplated hereunder.

(g) This Agreement is a valid and binding obligation of County enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

(h) Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of any of the terms, conditions or provisions of the legislation creating County or of any agreement or instrument to which County is now a party or otherwise bound or to which any of its properties or other assets is subject, or of any order or decree of any court or governmental instrumentality, or of any arbitration award, franchise or permit, or constitute a default thereunder.

## **Section 1.2 Representations of Lessee.**

In order to induce County to enter into this Agreement, Lessee represents and warrants to County as follows as of the date of this Agreement:

- (a) Lessee is a Virginia nonstock corporation duly organized and validly existing by virtue of and according to the laws of the Commonwealth of Virginia, and qualified to do business in the Commonwealth of Virginia.
- (b) Lessee is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.
- (c) Any and all actions necessary to enable Lessee to enter into this Agreement, and to be bound hereby, have been duly taken.
- (d) The person or persons executing or attesting the execution of this Agreement on behalf of Lessee has or have been duly authorized and empowered to so execute or attest.
- (e) The execution of this Agreement on behalf of Lessee will bind and obligate Lessee to the extent provided by the terms hereof.
- (f) There exists no litigation, actions, suits, investigations or proceedings pending against Lessee, or to Lessee's actual knowledge threatened, which if determined adversely, would materially and adversely affect the ability of Lessee to carry out its obligations under this Agreement or the transactions contemplated hereunder, except for such matters as Lessee has advised County in writing.
- (g) This Agreement is a valid and binding obligation of Lessee enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.
- (h) Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of any of the terms, conditions or provisions of the organizational agreements creating Lessee or of any agreement or instrument to which Lessee is now a party or otherwise bound or to which any of its properties or other assets is subject, or of any order or decree of any court or governmental instrumentality, or of any arbitration award, franchise or permit, or constitute a default thereunder.
- (i) None of Lessee's members, principals, or officers nor any of its shareholders, directors or officers have been convicted of a felony or a crime involving moral turpitude.

## **Section 1.3 – Non-Profit Status**

The Lessee warrants that it is recognized by the Internal Revenue Service as a 501c3 entity. Lessee shall at all times maintain and keep valid said 501c3 status and any lapse or termination in Lessee's 501c3 status shall be a material breach of this Agreement and shall allow the County to terminate this Agreement without notice.

## **Section 1.4 – Carver Price Alumni Association.**

The parties to this Agreement acknowledge that the Carver-Price Alumni Association currently has a lease for the Property, but by executing this Agreement, Carver-Price Alumni Association hereby releases its interest in said lease and acknowledges that it has no further interest in the property and consents to the execution of this Agreement.

## **SECTION TWO - TERM**

The term of this lease shall be five (5) years commencing on the date of execution of this lease, unless sooner terminated as hereinafter provided. This lease shall supersede and replace any and all previous leases or agreements between the parties with respect to the Leased Premises.

At the expiration of the initial term of this lease, this lease shall renew upon the same terms and without notice, for an additional five year term, and for subsequent five year renewal terms thereafter, unless either party gives written notice at least 60 days prior to the expiration of the term of renewal date of that party's intent to terminate the lease at the end of that term, or renewal thereof.

The County does hereby grant the Lessee a future option to purchase the Property once the Property is no longer encumbered by any bonds previously issued by the County.

## **SECTION THREE - RENT AND MAINTENANCE**

Lessee covenants to pay a base annual rent to Lessor of ONE DOLLAR (\$1.00) In addition, Lessee shall be responsible for all repairs, maintenance, or necessary upgrades on the leased Premises. Lessor shall not be responsible to make any expenditure of any kind with respect to the Property and all such necessary expenditures will be the sole obligation of Lessee. Lessee shall at all times comply with the requirements of the State Uniform Building Code.

Lessee shall keep and maintain in good, clean, and healthy condition and appearance, and in good order and repair, all portions of the Leased Premises.

Lessee shall also be responsible for paying all utilities with respect to the Property.

## **SECTION FOUR - USE OF LEASED PREMISES**

Lessee shall use the Leased Premises for the operation of a museum in strict accordance with all applicable laws and regulations of any applicable governmental authorities, as well as events related to the operation of a museum. Lessee shall use the Leased Premises for no other purpose without the prior consent of the Lessor. Lessee will not, without the prior consent of Lessor, use or permit the walls or the roof of the Leased Premises to be used for advertising purposes, other than advertising the museum itself or museum sponsored events.

## **SECTION FIVE - CONDITION OF LEASED PREMISES; PERSONAL PROPERTY INCLUDED**

Lessee has examined and knows the present condition of the Leased Premises and the equipment thereon, if any. No representation has been made to Lessee, or Lessee's agent, by Lessor, or Lessor's agents, concerning the Leased Premises (and the equipment thereof, if any) of any particular use that can be made thereof. Lessor shall not be under any duty to instruct Lessee or others as to the use of any equipment on the Leased Premises.

## **SECTION SIX - ASSIGNMENT, SUBLETTING AND MORTGAGING**

Lessee shall not assign this lease, nor sublet the Leased Premises, in whole or in part, without Lessor's prior written consent which may be granted or withheld at the sole discretion of Lessor.

## **SECTION SEVEN - INSURANCE AND INDEMNITY**

Lessee shall indemnify and save Lessor, its agents and employees, harmless against all liabilities, loss, damage and expense, including court costs and attorney's fees, incurred or suffered by Lessor, its agents or employees, as a result of the failure of Lessee, its agents, or employees, to perform any covenant hereunder, or resulting from Lessee's use or occupancy of the Leased Premises, or arising from injury to person or property occurring on the Leased Premises. Lessee agrees to obtain, pay for, and maintain throughout the term of this lease and renewal thereof, a policy of public liability insurance, naming both the Lessor and the Lessee as the insured parties, from a responsible company and in a form satisfactory to the Lessor, with minimum coverage limits of \$500,000.00 on account of bodily injuries to or the death of one person as a result of any one accident or disaster and property damage insurance with limits of \$500,000.00.

Lessee shall deliver to Lessor upon request, a certificate of insurance showing the same to be in force and effect. Such policy shall provide that it shall not be subject to cancellation without at least 30 days' notice to Lessor.

Lessor shall maintain a replacement value policy of insurance on the building located on the leased premises. Lessee understands the Lessor will not maintain a policy of insurance on the contents of the building or on the property of

the Lessee's employees, agents, invitees, or guests.

In addition, Lessee agrees to obtain, pay for, and maintain through the term of this lease and any renewal, insurance against fire, vandalism, malicious mischief, and such other perils as are included in a standard extended coverage and endorsement, insuring all merchandise, fixtures, furnishings, equipment, and other items of personality owned by Lessee or Lessor located on the Leased Premises, providing for replacement cost coverage for contents.

Should Lessee not comply with its covenants to maintain insurance as provided herein Lessor may, at its option, cause such insurance to be issued and Lessee shall promptly pay when due the premium for such insurance. Lessee's failure to pay for said insurance will be a cause for termination of this lease.

Lessee shall pay all excess insurance premiums (i.e., premiums in excess of the usual premiums for a non-hazardous risk) required to be paid by Lessor on the building on the premises by reason of Lessee's use or occupancy thereof.

#### **SECTION EIGHT – UPGRADES OF PROPERTY**

Lessor may make any necessary structural repairs to the foundations, load bearing walls and roof and to make such upgrades as it deems appropriate for Lessee's purposes and operation of the Property. Lessee shall at all times comply with the requirements of the State Uniform Building Code.

Lessee agrees to indemnify and hold Lessor harmless for any repair necessitated by damage caused by Lessee, its tenants, and invitees. Lessee agrees to indemnify and hold harmless Lessor for any repairs or maintenance of any structures, personal property or fixtures on the Leased Premises which Lessor performs in the interest of maintaining the Leased Premises in good and safe condition and in good order and repair and which are Lessee's obligation under this lease.

#### **SECTION NINE – GRANTS**

Lessee has obtained a grant from the Virginia Department of Historic Resources (DHR) in the amount of \$570,000.00 for improvements to the Property, which funds will be transferred to the County as fiscal agent for the DHR Funds. The parties will execute a Memorandum of Understanding (MOU), a copy of which is attached as Exhibit B to this Agreement. The County and Lessee hereby covenant and agree that they will be mutually and jointly be bound by said MOU and comply with its terms.

The parties further agree that Lessee may from time to time obtain other grants which may be used to upgrade, repair, or improve the Leased Premises. All such funds may be turned over to Lessor, and Lessor will undertake the procurement and installation of said upgrades, repairs, or improvements

#### **SECTION TEN - ALTERATIONS**

Lessee shall have the right, at its own expense, to make such alterations and improvements in the Leased Premises as may be reasonably necessary to its proper use thereof. All structural improvements, additions, and all building, shall be subject to the prior written approval of the Lessor, such approval not to be unreasonably withheld.

Lessee shall, on the last day of the original or renewal term, or upon the sooner termination of this lease, peaceably and quietly surrender the Leased Premises to the Lessor, including all Improvements, alterations, rebuilding, replacements, fixtures, changes, or additions placed by Lessee thereon in good condition and repair; however, Lessee shall not be required to return any such property in good condition if the same is damaged or destroyed by fire and reimbursed by insurance, or otherwise unless caused by the Lessee's fault or negligence which is not covered by insurance.

#### **SECTION ELEVEN - LESSOR'S LIABILITY FOR DAMAGES**

The Lessor shall not be liable for any damage or injury to person or property caused by or resulting from any other cause whatsoever unless said damage or injury is caused by the negligence of the Lessor; and notwithstanding any other provision hereof, Lessor shall not be liable to Lessee or any insurance company insuring the Lessee for any loss or damage to Lessee's merchandise or property on the Leased Premises which was or could have been covered by fire and extended coverage or any other insurance coverage, even though such loss or damage may have been occasioned by the negligence of Lessor, its agents or employees.

## **SECTION TWELVE - DESTRUCTION OF LEASED PREMISES: CONDEMNATION**

Except as otherwise provided, if the Leased Premises are damaged without fault or negligence on the part of Lessee, its employees or invitees, by fire or other casualty, which is covered by insurance under a standard fire insurance policy with standard extended coverage endorsement. Lessor, unless it shall elect otherwise as hereafter provided, shall promptly repair the same, and this lease shall continue; provided, that the Lessor shall in no event be required to expend more for such restoration than the amount it receives in insurance proceeds. If the insurance proceeds are insufficient to effect the repairs, and Lessor declines to provide the additional amount required, either Lessor or Lessee may terminate this lease with reasonable notice to the other. It is expressly agreed there shall be no abatement of rent if any damages be caused by act or negligence of Lessee, its employees, or invitees. Should Lessor elect to repair the Leased Premises, within a reasonable time as set forth above, a reasonable reduction of rent from the date of such damages until there be again premises substantially similar in value to the Lessee as the Leased Premises, shall be provided.

## **SECTION THIRTEEN - LESSOR'S RIGHT OF ENTRY**

Lessee shall permit Lessor to erect, use, and maintain pipes and conduits in and through the Leased Premises. Lessor or its agents shall have the right to enter the Leased Premises and shall have the right of ingress and egress over and through the Leased Premises for whatever reason necessary to the Lessor, upon 5 day notice to Lessee, except no notice is required in case of emergency.

## **SECTION FOURTEEN - DEFAULT**

The happening of any of the following events shall constitute a default for which Lessor, in addition to other rights or remedies it might have, shall have the immediate right of re-entry without service of notice or resort to legal process and without Lessor being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby:

- (a) Abandonment of Lease Premises:
- (b) A breach of any of the covenants or conditions of this lease continuing for more than thirty days after notice thereof from the Lessor.
- (c) Termination of existence, insolvency, business failure, appointment or receivers, assignment for benefit of creditors of all or any part of the property of Lessee, or commencement of any proceedings under any bankruptcy or insolvency law by or against Lessee.
- (d) Termination of Lessee's 501c3 status.

No failure on the part of Lessor to enforce any covenant herein, nor the waiver of any right hereunder by Lessors, shall discharge or invalidate any covenant or affect the right of Lessor to enforce the same in the event of a subsequent default.

## **SECTION FIFTEEN - REMEDIES ON DEFAULT**

In the event of default by Lessee, Lessor, at its option, without notice to Lessee, may terminate this lease and re-enter the Leased Premises and have, possess, and enjoy the same, as of its former estate, but no such re-entry shall be deemed an acceptance, termination or surrender of this lease. In the event of re-entry for default, lessor at its option, may re-let the Leased Premises, or any part, as agent for Lessee, for any sums which it may deem reasonable, but Lessor shall not be under any obligation to re-let the premises for any purpose other than that specified in this lease. In event of termination for default, Lessee shall remain liable for all its obligations under this lease, and for such loss and damages as Lessor may sustain as a result of Lessee's breach hereof

## **SECTION SIXTEEN - LESSOR'S RIGHT TO CURE**

In the event of any default at any covenant, condition, or provision of this lease by Lessee, Lessor, after reasonable notice to Lessee, may at its sole discretion cure such breach for the account and at the expense of the Lessee, if such breach has caused, or may be reasonably likely to cause, damage or injury to person or property.

## **SECTION SEVENTEEN - ATTORNEY'S FEES**

Lessee shall indemnify and promptly reimburse Lessor for all expenses, including interest and reasonable attorney's fees that Lessor may incur as a result of any breach by Lessee or in the enforcement of any provisions of this

lease.

#### **SECTION EIGHTEEN - SUBROGATION**

Lessee agrees that all fire and extended coverage insurance policies obtained by Lessee covering Lessee's property on the Leased Premises shall contain a provision waiving subrogation against the Lessor, their employees, and agents.

#### **SECTION NINETEEN - NOTICES**

Wherever in this lease it shall be required or permitted that notice or demand be given or served by either party to this lease to the other, such notice demand shall be given or served and shall not be deemed to be duly given or served unless in writing and forwarded by registered or certified mail addressed as follows:

TO LESSOR: Susan Adams  
Administrator, Appomattox County  
P.O. Box 863  
Appomattox, VA 24522

TO LESSEE: Ora S. McCoy  
7399 Oakville Road  
Appomattox, VA 24522

#### **SECTION TWENTY - OTHER TERMS**

All parties agree that all these provisions shall bind and inure to the benefit of the parties, their heirs, legal representatives, successors in interest and assigns.

This lease agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by all the parties hereto.

Any dispute arising hereunder shall be heard exclusively in the Circuit Court for Appomattox County.

Motion made by Mr. Hinkle, seconded by Mr. Hipps to approve the changes to the Carver-Price Legacy Museum "revised" lease. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

#### **ACTION ITEMS**

### **COUNTY OF APPOMATTOX APPROPRIATIONS RESOLUTION FISCAL YEAR 2022**

BE IT RESOLVED that the Board of Supervisors of Appomattox County, Virginia, hereby appropriates for the Fiscal Year commencing July 1, 2021 and ending June 30, 2022, from the funds, for the functions, and in the amounts indicated herein.

## **I. GENERAL FUND**

1101	Board of Supervisors	280,204.00
1201	County Administration	409,292.00
1204	Legal Services	89,200.00
1206	Legislative Audit	55,500.00
1209	Commissioner of Revenue	346,033.00
1213	Treasurer	302,057.00
1220	Information Technology	320,101.00
1301	Electoral Board/Officials	61,483.00
1302	Registrar	132,056.00
2101	Circuit Court	23,312.00
2102	General District Court	4,473.00
2105	Juvenile/Domestic Relations Court	7,300.00
2106	Clerk of Circuit Court	326,588.00
2107	Sheriff (Civil Service)	94,083.00
2109	Court Services Unit	181,772.00
2130	Magistrate	1,438.00
2201	Commonwealth Attorney	502,233.00
2202	Virginia Domestic Victim Grant	48,455.00
2220	Witness Advocate Grant	70,000.00
3102	Sheriff	1,603,397.00
3103	Sheriff (Town Police)	112,222.00
3104	School Resource Officers	216,305.00
3106	DARE	2,600.00
3201	Volunteer Fire Departments	203,657.00
3203	Volunteer Rescue Squads	43,978.00
3204	Forestry Service	10,000.00
3301	Sheriff/Jail/Operations	900,000.00
3401	Office of Building and Housing	95,138.00
3501	Animal Control	204,467.00
3503	Medical Examiner	500.00
3606	E-911	842,861.00
4205	Landfill/ Convenience Centers	919,302.70
4208	Tire Security	46,422.00
4209	Road Side Clean-Up	16,648.00
4302	General Properties	764,485.71
5101	Local Health Department	120,000.00
5105	Central Va Commission on Aging	2,500.00
5202	Central Va Community Services	41,000.00
5301	Social Services Admin	6,407.00
5310	Comprehensive Services	1,571,475.00

6401	Central Virginia Community College	1,955.00
7101	Sports Complex Fund	47,667.09
7102	Parks & Recreation Department	174,508.00
7104	Tourism	22,000.00
7109	Contributions	20,250.00
7301	Public Library	253,137.00
8103	Debt Service	3,112,256.50
8104	Zoning/SubDiv/Plan	148,045.00
8105	Economic Development	70,834.00
8203	Robert E. Lee Soil and Water Conservation	10,000.00
8303	Extension Services	65,445.00
9104	Capital Projects	300,000.00
	<b>Total General Fund</b>	<b>15,205,043.00</b>
<b>II. SCHOOL OPERATING FUND</b>		25,552,825.00
	School Cafeteria Fund	900,000.00
	<b>Total School Fund</b>	<b>26,452,825.00</b>
<b>III. VIRGINIA PUBLIC ASSISTANCE FUND</b>		<b>2,053,034.00</b>
<b>IV. PUBLIC UTILITIES</b>		<b>140,000.00</b>
	<b>TOTAL EXPENDITURES</b>	<b>43,850,902.00</b>

BE IT FURTHER RESOLVED, that the County Treasurer be, and is hereby, authorized to transfer from the General Revenue Funds pursuant to this Resolution, as monies become available, and from time to time to meet the expenditures for amounts appropriated sums equal to, but not in excess of, the appropriations indicated for transfer, as Transfer to Schools (Operations) and Transfer to Department of Social Services for the period covered by this Appropriations Resolution. Other inter-fund transfers shall be in accordance with the direction of the Board of Supervisors

Motion made by Mr. Hogan, seconded by Mr. Hinkle to approve the FY 2022 Appropriations Resolution, effective July 1, 2021 in the amount of \$43,850,902.00. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

#### **Rezoning Petition RZ210301-Danny Booker**

Mr. Booker petitioned the Planning Commission in June 2021 to rezone property off of Redbird Lane from R-1 to A-1, however, the agent for the petitioner, Mr. Kenny Gobble was unable to attend the Public Hearing due to sudden illness. Mr. Gobble requested via letter to the Board to refer the petition back to the Planning Commissioner for further consideration, so that he may better present the merits of the petition.

Motion made by Mr. Abbitt, seconded by Mr. Hogan and carried with all members present voting yes to send the petition back to the Planning Commission.

### **Department of Historic Resources Grant -Carver-Price Legacy Museum - MOU and Transfer of Funds**

The Carver-Price Legacy Museum has been awarded a grant from the Department of Historic Resources in the amount of \$570,000.00 for the exclusive support of renovation to the museum facilities. DHR has transferred the grant funds to Appomattox County, as the local Government entity, on behalf of the applicant, Carver-price Legacy Museum. Upon transfer of the funds from the County to Carver Price Legacy Museum, the County will have completed its obligations outlined in the MOU.

### **Memorandum of Understanding Among The Virginia Department of Historic Resources And The County of Appomattox, Virginia And The Carver Price Legacy Museum For the**

Administration of the FY 2021-2022 General Assembly Grant for Historic Preservation. The Commonwealth of Virginia through the Department of Historic Resources will provide \$570,000 to the Carver Price Legacy Museum for the exclusive support of renovation of museum facilities (hereinafter "the Project:").

This Memorandum of Understanding (hereinafter "MOU") establishes a partnership among the Virginia Department of Historic Resources (hereinafter "OHR"), Appomattox County, an official subdivision of the Commonwealth (hereinafter "the Local Government"), and the Carver Price Legacy Museum (hereinafter "the Applicant").

#### **I. MISSION**

OHR is the State Historic Preservation Office of the Commonwealth. DHR fosters, encourages, and supports the stewardship and use of Virginia's significant architectural, archaeological, and historic resources as valuable assets for the economic, educational, social. and cultural benefit of citizens and communities. A significant responsibility Is the administration and review of state and federal historic preservation grant programs for financial and programmatic compliance.

DHR is authorized to administer state grants to non-state agencies under the Code. of Virginia.

Appomattox County has a core vision to build upon the spirit of reunification established in 1865

when two men resolved to shake hands, thus ending a bitter chapter in our nation's history, while at the same time signifying the rebirth of one Nation. The County will build upon that spirit by being an open minded community that encourages cooperation and embraces change.

The Carver-Price Legacy Museum, Inc. is dedicated to the Carver-Price High School, a historic American Rosenwald property, which stands as a testament to the educational heritage of black and white Americans through preserving the building, maintaining and sharing exclusive

records and artifacts, providing opportunities for research, developing and implementing programs, utilizing shared resources, and engaging all generations in the celebration of our mutual achievements through uniting us in exploring historic knowledge of our past, celebrating our present, and inspiring our future.

Together, the Parties enter into this MOU to mutually promote efforts to execute the Project. Accordingly, OHR, the Local Government and the Applicant operating under this MOU agree as follows:

## II. PURPOSE AND SCOPE

DHR, the Local Government and the Applicant will cooperate to ensure the correct and timely administration of the grant and the appropriate use and disbursement of its funds.

1. The "Partners" are forming a collaboration to comply with the provisions of Code of Virginia.
2. The collaboration Is intended to benefit the citizens of the County and the Commonwealth.
3. Each organization which is a party to this MOU is responsible for its own expenses related to this MOU.
4. There will be an exchange of funds between the parties for tasks associated with this MOU as outlined below.

## III. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

DHR: Mr. Jim Hare, Director of Special Projects  
[jim.hare@dhr.virginia.gov](mailto:jim.hare@dhr.virginia.gov) (804) 482-6445  
2801 Kensington Ave, Richmond, VA 23221

Appomattox County: Ms. Susan M. Adams, County Administrator  
[susan.adams@appomattoxcountyva.gov](mailto:susan.adams@appomattoxcountyva.gov) (434) 352-2637  
153-A Morton Lane, P. O. Box 863, Appomattox, VA 24522

The Applicant: Mrs. Ora McCoy, President, Board of Directors  
[carverprice@verizon.net](mailto:carverprice@verizon.net) (434) 352-7880  
P. O. Box 833, Appomattox, VA 24522

DHR will:

- Transfer award funding in the amount of \$570,000 to the Local Government upon full execution of this MOU, but no later than June 30, 2021;
- Authorize and instruct the Local Government to transfer funds to the Applicant upon full execution of this MOU;
- Instruct the Applicant on the procedures for maintaining the financial records of the grant;

- Ensure the Applicant complies with state and federal preservation laws, standards and practices as appropriate;
- Assist the Applicant in complying with Code of Virginia requirements for the procurement of goods and services for execution of the grant funded project.

Motion made by Mr. Hinkle, seconded by Mr. Abbitt to authorize staff to transfer the grant funding of \$570,000.00 from the “designated” Carver-Price Legacy Museum revenue fund and supplement funds to 8105-6007, Special Projects and submit the payment of \$570,000.00 grant funds to the Carver-Price Legacy Museum. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

### **"Proven Men Annual Skeet Shoot" Event Application**

Max & Dexter Event Design and Proven Men Ministries submitted an event application to hold a skeet shoot on August 28, 2021.

Motion made by Mr. Abbitt, seconded by Mr. Hogan and carried with all members present and voting yes to approve the “Proven Men Annual Skeet Shoot” and waive the bond fee.

### **Property Requested for Surplus**

The Purchasing Agent provided a list of items to be declared as surplus by the Board. These items will be publicly sold by the Purchasing Agent and proceeds of the sale of these items will be deposited in the County’s General Fund for future use.

### **Sheriff’s Office**

2010 Ford Crown Victoria, brown, VIN \*1293  
 2011 Ford Crown Victoria, brown, VIN \*4261  
 2012 Dodge Charger, white, VIN \*8830  
 Commercial Refrigerator from former Jail

### **Old Elementary School Storage**

Credenza with bookcase (72”W x 77”H x 22”D)  
 7 desks (various sizes, colors, materials and condition)  
 Printer/microwave stand  
 6 file cabinets (various sizes, styles and condition)  
 27 chairs (various types and conditions)

Motion made by Mr. Hipps, seconded by Mr. Hinkle and carried with all members present and voting yes to approve the Purchasing Agent’s recommendations to surplus the items on the above list and to sell publicly.

### **Commissioner of the Revenue Refund Requests**

Mrs. Sara Henderson, Commissioner of the Revenue requested the following be paid from line item 1209-5803.

- 1) Refund Gordon Ford **\$39.14** for 2020 personal property taxes paid. The vehicle was sold in 2019.
- 2) Refund Eric Clifton King **\$374.12** for 2020 personal property taxes paid (\$258.01) and first half 2021 personal property taxes (\$116.11). The cost of the item was erroneous in the system.
- 3) Refund Terrill T. Snead **\$1,224.33** for 2016, 2017 and 2018 Real Estate taxes. Mr. Snead qualifies for the Veteran's Exemption in which he owned the home and lived in Appomattox.

Motion made by Mr. Hogan, seconded by Mr. Hipps to approve the Commissioner of the Revenue refund requests in the amount of \$1,637.59. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

### **Community Development Refund Request**

Mr. Lonnie Hamlett, Building Official requested the Board's approval to refund Mr. Frank Irby Jones **\$86.19** for building permit #210305. Due to the rise in the cost of lumber, the owner has decided not to construct the addition and porch.

Motion made by Mr. Hinkle, seconded by Mr. Hipps and carried with all members present and voting yes to approve the building permit refund in the amount of \$86.19 to Mr. Frank Irby Jones.

### **Community/Economic Development**

Please transfer by consent **\$5,000.00** from 8105-1003 (Part-Time) and supplement to **8104-1001** (Salaries & Wages) to cover the payroll expenses for the Economic/Development Director.

Motion made by Mr. Abbitt, seconded by Mr. Hogan to transfer by consent \$5,000.00 from 8105-1003 and supplement to 8104-1001. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

### **Assessor & Reassessment**

Please transfer by consent **\$432.00** from 1101-5804 Operating Reserve and supplement to **1210-1003** Board of Assessors/Clerical.

Please transfer by consent **\$33.04** from 1101-5804 Operating Reserve and supplement to **1210-2001** FICA/Medicare Benefits.

Note: No funds were appropriated to this Department and the part-time clerical position encumbered hours to finalize paperwork.

Motion made by Mr. Hinkle, seconded by Mr. Hogan to transfer by consent \$465.04 from the 1101-5804 Operating Reserve and supplement to 1210-1003, \$432.00 and 1210-2001, \$33.04. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

### **Courthouse Security Fund**

Please transfer by consent **\$15,420.00** from the Courthouse Security Fund to the General Fund and supplement to **3102-1006** Courthouse Security Position

Motion made by Mr. Hogan, seconded by Mr. Hinkle to transfer by consent \$15,420.00 from the Courthouse Security Fund and supplement to 3102-1006, Courthouse Security Position. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

### **Lighting of Ball Field - Anne Dixon**

At the May meeting, Anne Dixon, Parks & Recreation Director appeared before the Board to request funding to light a third field at the Sports Complex. The Board requested Mrs. Dixon to speak with the Girls Softball Association to see if they would like to utilize the ball field. Mrs. Dixon reported that she has spoken to Lori Wilmouth, Softball Commissioner who advised that the girls were happy with the fields at the Spout Spring Ruritan Club and will continue to use the Sports Complex fields for large tournaments and All-Star practices.

### **COMMITTEE APPOINTMENTS**

#### **Board of Zoning Appeals Appointment**

At the May 17, 2021 meeting, the Board tabled to the June meeting the Board of Zoning Appeals appointment recommendation to the Judge. This position will fill the unexpired term of James Cheatham, ending June 30, 2022. Mr. Hinkle submitted the following nomination: Bradley Driskill, Jr. who resides at 4405 Salem Road, Spout Spring, VA. Mr. Driskill is currently employed at Moore's Machine Company.

Motion made by Mr. Hinkle to nominate Mr. Bradley Driskill Jr. to the Board of Zoning Appeals. Motion failed due to a lack of a second. The Board of Zoning Appeals appointment was tabled to the July, 2021 meeting.

### **CONSENT AGENDA**

#### **Invoices Submitted for Payment**

Please review the attached invoices and approve for payment:

June 4, 2021	\$37,403.63
June 17, 2021 - CSA	\$270,266.31
June 21, 2021	\$839,694.00
<b>TOTAL:</b>	<b>\$1,147,363.94</b>

STAFF RECOMMENDATION: Please review and consider approval of the attached invoices for payment.

### **Minutes**

Please review the following DRAFT minutes for approval:  
May 17, 2021 Regular Board of Supervisors Meeting

**J. Robert Jamerson Memorial Library**

Please supplement by consent and appropriate the following:

7301-5411 Books \$1,018.73

7301-5401 Office Supplies \$784.00

**TOTAL: \$1,802.73**

STAFF RECOMMENDATION: No new local funds are required.

**Sheriff's Department**

Please supplement by consent and appropriate the following:

3102-5810 Equipment (Donations) **\$790.00**

RE: Donation received from the Woodmen of the World, Chapter 71-Appomattox.

STAFF RECOMMENDATION: No new local funds are required.

**Sheriff's Department - DARE Program**

Please supplement by consent and appropriate the following:

3106-5401 Office Supplies **\$50.00**

RE: Donation received from Miller for the DARE program.

STAFF RECOMMENDATION: No new local funds are required.

**Circuit Court Clerk**

Please supplement by consent and appropriate the following:

2106-7001 Equipment **\$3,903.00**

RE: Reimbursement from the State Technology Trust Funds for (5) computers and printers purchased through the Supreme Court of Virginia.

STAFF RECOMMENDATION: No new local funds are required.

**Public Utilities - Waterline**

Please supplement by consent and appropriate the following:

082-1800-5898 Water (Wholesale) \$24,504.48

082-1800-5203 Telecommunications \$110.43

082-1800-5101 Electrical Services \$704.68

**TOTAL: \$25,319.59**

RE: Reimbursement from the Town of Appomattox for the waterline expenses.

STAFF RECOMMENDATION: No new local funds are required.

**Department of Social Services**

Please supplement by consent and appropriate the following:

5301-2002 VRS \$12,106.03

5301-2006 Group Life \$884.60

5301-2002 ICMA-RC \$1,288.48

**TOTAL: \$14,279.11**

RE: Reimbursement from DSS for May, 2021 payroll deductions.

STAFF RECOMMENDATION: No new local funds are required.

Motion made by Mr. Hogan, seconded by Mr. Hinkle to approve the Consent Agenda, as presented. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

### **ATTORNEY'S REPORT**

Mr. Tom Lacheney, County Attorney provided information to the Board on a "proposed" Animal Control ordinance that would create a civil penalty for not getting dogs vaccinated for rabies and purchasing County dog tags.

### **ADMINISTRATOR'S REPORT**

Mrs. Susan Adams, County Administrator provided the Board with clarification on comments that were made in a recent article in the Times Virginian relative to the Town Council meeting: Joint Meeting request to the Town Council from the Chairman Carter; County funding to the Appomattox Fire Department; Town Food/Lodging Tax – County does not impose a local food tax, local cigarette tax or local lodging tax.

- Library Director Handbook has been distributed;
- Trash pickup services performed by the Trustees has resumed;
- Staff has requested the County's Local Fiscal Recovery Funds through the U.S. Treasury Portal. The first payment of \$1,545,262.50 is being processed;
- Staff has completed and submitted paperwork for the Carver-Price Legacy Museum funding from the State. DHR has transferred \$570,000 to the County, which will be distributed to the Carver-Price Legacy Museum.
- 87<sup>th</sup> Annual VACO Conference – November 14-16 at the Hilton Norfolk.
- Delinquent Tax Report from the Treasurer.
- Appreciation to Kayla and Wanda for working on the Juneteenth Holiday to assist Robinson, Farmer & Cox with the County's pre-audit.

### **REPORTS AND INFORMATIONAL ITEMS**

Town of Appomattox – Letter from Gary Shanaberger, Town Manager

School – Financial Report

Robert E. Lee Soil & Water Conservation District Board of Directors Meeting Minutes

Reynolds Farm Nutrient Bank

### **SUPERVISOR CONCERNS**

Mr. Hinkle expressed his concerns about the Hatfield-McCoy relationship with the Town and the County and how they attempted to stop the Christmas Parade in December. Mr. Hinkle quoted "unchain yourselves from the past."

Mr. Hogan stated he was perplexed about the article in the Times Virginian and stated that the County and Town have worked together on special projects in the past.

Mr. Carter stated he was appreciative of the work that the Sheriff's Department is doing to pick up the litter on the roads in the County.

### **CLOSED SESSION**

Mr. Lacheney, County Attorney read the following Resolution authorizing a Closed Meeting:

WHEREAS, the Board of Supervisors of Appomattox County desires to discuss in Closed Meeting the following matter(s):

- Discussion or consideration of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body concerning Carver Price, and Animal Control.

Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel concerning Board operations and the Gladstone power line.

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WHEREAS, pursuant to: §2.2-3711 (A)(3) and (A)(8) of the Code of Virginia, such discussions may occur in Closed Meeting;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Appomattox County does hereby authorize discussion of the aforesated matters in Closed Meeting.

Motion made by Mr. Abbitt, seconded by Mr. Hinkle and carried with all members present and voting yes to enter into closed session at 8:00 p.m.

Mrs. Wanda McCormick read the following closed session certification at 8:30 p.m.:  
To the best of your knowledge, were the only matters discussed in the closed meeting public business matters lawfully exempted from open meeting requirements, and that only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the closed meeting. Mrs. McCormick called for a roll call vote: Mr. Hipps, yes; Mr. Abbitt, yes; Mr. Hogan, yes; Mr. Carter, yes; Mr. Hinkle, yes.

No action was taken.

### **UPCOMING MEETINGS**

Monday, July 19, 2021 @ 6:30 P.M.

Regular Scheduled Meeting

Board of Supervisors Meeting Room

171 Price Lane, Appomattox, Virginia

**ADJOURNMENT**

Motion made by Mr. Abbitt, seconded by Mr. Carter and carried with all other members present and voting yes to adjourn the meeting at 8:32 p.m.

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Samuel E. Carter, Chairman